

Exhibit F

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| <p>ORNEY OR PARTY WITHOUT ATTORNEY (Name, State Number, and address): Owell F. Sutherland, SB #37721 UTHERLAND & GERBER Professional Corporation 443 W. Main Street El Centro, CA 92243 TELEPHONE NO: (760) 353-4444 FAX NO. (Optional): (760) 352-2533 MAIL ADDRESS (Optional): sutherlandgerber@sbcglobal.net ATTORNEY FOR (Name): Del Norte Chevrolet-Olds Co. SUPERIOR COURT OF CALIFORNIA, COUNTY OF Imperial STREET ADDRESS: 939 Main Street MAILING ADDRESS: CITY AND ZIP CODE: El Centro, CA 92243 BRANCH NAME:</p> | <p>FOR COURT USE ONLY</p> <p>ENDORSED</p> <p>SEP 11 2009</p> <p>JUDICIAL BRANCH OF THE SUPERIOR COURT OF CALIFORNIA</p> <p>Assigned for all purpose to Judge including trial CHRISTOPHER W. YEAGER</p> <p>CASE NUMBER: EC003448</p> |
| <p>PLAINTIFF: Del Norte Chevrolet-Olds Co. and Larry Allen DEFENDANT: General Motors Corporation <input checked="" type="checkbox"/> DOES 1 TO 50, inclusive CONTRACT <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number): Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited</p> | |

Plaintiff (name or names): Del Norte Chevrolet-Olds Co. and Larry Allen
alleges causes of action against defendant* (name or names): General Motors Corporation

2. This pleading, including attachments and exhibits, consists of the following number of pages: 1
3. a. Each plaintiff named above is a competent adult
☒ except plaintiff (name): Del Norte Chevrolet-Olds Co.
(1) ☒ a corporation qualified to do business in California
(2) ☐ an unincorporated entity (describe):
(3) ☐ other (specify):
- b. ☒ Plaintiff (name): Del Norte Chevrolet-Olds Co.
a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
b. ☒ has complied with all licensing requirements as a licensed (specify): to be a car dealership.
- c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
☒ except defendant (name): General Motors Corporation
(1) ☐ a business organization, form unknown
(2) ☒ a corporation
(3) ☐ an unincorporated entity (describe):
(4) ☐ a public entity (describe):
(5) ☐ other (specify):
- (1) ☐ a business organization, form unknown
(2) ☐ a corporation
(3) ☐ an unincorporated entity (describe):
(4) ☐ a public entity (describe):
(5) ☐ other (specify):

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- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) ☒ Doe defendants (specify Doe numbers): 1-25 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) ☒ Doe defendants (specify Doe numbers): 26-50 are persons whose capacities are unknown to plaintiff.
- c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):
- i. ☐ Plaintiff is required to comply with a claims statute, and
- a. ☐ has complied with applicable claims statutes, or
- b. ☐ is excused from complying because (specify):

6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

7. This court is the proper court because
- a. ☐ a defendant entered into the contract here.
- b. ☐ a defendant lived here when the contract was entered into.
- c. ☐ a defendant lives here now.
- d. ☒ the contract was to be performed here.
- e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. ☐ real property that is the subject of this action is located here.
- g. ☐ other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):
- ☒ Breach of Contract
- ☐ Common Counts
- ☐ Other (specify):

9. ☐ Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. ☒ damages of: \$ 375,000.00
- b. ☒ Interest on the damages
- (1) ☐ according to proof
- (2) ☒ at the rate of (specify): 10.00 percent per year from (date): April, 2003
- c. ☐ attorney fees
- (1) ☐ of: \$
- (2) ☐ according to proof.
- d. ☐ other (specify):

11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: December 28, 2006

Lowell F. Sutherland, SB #37721

(TYPE OR PRINT NAME)

(If you wish to verify this pleading, affix a verification.)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

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One

(number)

CAUSE OF ACTION - Breach of Contract

ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Del Norte Chevrolet-Olds Co. and Larry Allen

alleges that on or about (date): June, 2002

a ☒ written ☐ oral ☐ other (specify):

agreement was made between (name parties to agreement): Plaintiffs and Defendant

☐ A copy of the agreement is attached as Exhibit A, or

☐ The essential terms of the agreement ☐ are stated in Attachment BC-1 ☒ are as follows (specify):
Defendants agreed that Plaintiff would have the option to order up to 75 three quarter and one ton Chevrolet trucks 75% of which would be equipped at plaintiff's option with Duramax diesel engines. These vehicles were to be in addition to plaintiff's normal allocation under the Vehicle Ordering Management System. (Hereafter the additional allocation.) Defendant agreed to fill these orders with the timing of the mix and delivery of these vehicles to be agreed upon by plaintiff an defendant subject to factors beyond defendants and plaintiffs' control such as strikes, work stoppages, unanticipated production problems or recalls. Defendant further promised that in the event that all 75 of these vehicles could not be delivered by the end of the 2003 model year, then the balance was to be delivered as soon thereafter as reasonably possible irrespective of model year.

BC-2. On or about (dates): April, 2003

defendant breached the agreement by ☐ the acts specified in Attachment BC-2 ☒ the following acts (specify): During the model year 2003, Plaintiff ordered 111 vehicles which included the additional allocation and the vehicles plaintiff was otherwise entitled to under the Vehicle Ordering Management System. None of the additional allocation were delivered. In April 2003, a representative of Defendant repudiating the promise to deliver the additional allocation of trucks. Plaintiff elected to give Defendant until the 2004 model year to perform as permitted by paragraph 18 (b) of the agreement of June, 2002. Defendant has failed and refused to deliver the additional allocation.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement
☐ as stated in Attachment BC-4 ☒ as follows (specify): \$375,000.00

BC-5. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute
☐ of \$
☐ according to proof.

BC-6. ☒ Other: Plaintiffs demand a trial by jury.